

Department of Public Works

City Hall
730 Washington Avenue
Racine, Wisconsin 53403
262.636.9121 – Public Works
262.636.9191 - Engineering



John C. Rooney, P.E.
Commissioner of Public Works

Ronald J. Pritzlaff, P.E.
Asst. Comm. Of Public Works/Operations

Ara P. Molitor, P.E.
City Engineer

December30, 2024

TO: Alder Mollie Jones, Chair
Public Works and Services Committee

FROM: Ara P. Molitor, P.E., DPW – City Engineer

RE: Final Payment, Contract 2022051 – COLLEGE AVE BRICK PAVER INTERSECTIONS 17TH TO 18TH (RWP)
A. W. Oakes & Sons, Inc.

The work on Contract 2022051 – COLLEGE AVE BRICK PAVER INTERSECTIONS 17TH TO 18TH has been completed and the contractor, A. W. Oakes & Sons, Inc. is requesting final payment. The final contract amount for all work completed is \$421,344.09.

The project was authorized by Resolution Number 0374-22 on June 7, 2022 in the amount of \$369,357.40.

The contract amount was increased by \$51,986.69, by Change Order No. 1, which brought the contract total amount to \$ 421,344.09.

Final funding for the project is as follows:

<u><i>ORG OBJECT</i></u>	<u><i>Description</i></u>	<u><i>Amount</i></u>
45040 57500	COLLEGE AVE. INTERSECTION	\$351,986.69
60484 57570	STORM SEWER	\$48,096.70
40101 57560	SANITARY SEWER	\$21,260.70
	Total	\$421,344.09

Cc: Joy Hansche
File



Racine Works Program (RWP) Payout Request

City of Racine Ordinance Section #46-41

Date: 03/14/23

Contractor Name: **AW Oakes & Son**

Department: **Public Works** Water/Waste Water Other _____

Project Name: **College Avenue Brick Paver Intersections** Project Number: N/A

Munis Contract #: 2022051

Total project hours: **561.5**

Total RWP Hours: **229.5**

City of Racine Residents: **21**

RWP Certified: **9**

RWP Compliance Percentage: **40.9%**

- Contractor understands the process of RWP
- Contractor has been in touch with the Purchasing Agent
- Contractor submitted required monthly payroll reports
- Contractor has nine (9) RWP certified city residents for this contract

Staff Recommendation:

Approve final payment to AW Oakes & Son for the above contract.

The contractor met 40.9% RWP Compliance which significantly exceeds the required 20% goal.

Signed: *Cystal Moore* Date: 03/14/2023

82375

A. W. OAKES & SON, INC.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 22137- COR-College Ave Brick Paver Intersections (2022051)

Subcontractor: DOLSON, INC.
P.O. BOX 1459
RHINELANDER, WI 54501

Retainer Still being held

The Undersigned, hereby acknowledges receipt of payment in full from A. W. OAKES & SON, INC. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or A. W. OAKES & SON, INC.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 12/6/24

Firm Name: Dolson Inc.

As of 12/6/24 Retainer of 1,300⁰⁰ REMAINS unpaid to Dolson Inc

By: Jadved Musson

Title: PRESIDENT.

A. W. OAKES & SON, INC.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 22137- COR-College Ave Brick Paver Intersections (2022051)

Subcontractor: MIDWEST BRICKPAVING, INC
18557 STATELINE RD
ANTIOCH, IL 60002

The Undersigned, hereby acknowledges receipt of payment in full from A. W. OAKES & SON, INC. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or A. W. OAKES & SON, INC.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 1-23-24 **Firm Name:** Midwest Pave
By: Kurt Delle
Title: Project Mgr

A. W. OAKES & SON, INC.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 22137- COR-College Ave Brick Paver Intersections (2022051)

Subcontractor: WIL-SURGE ELECTRIC, INC
13201 W SILVER SPRING ROAD
BUTLER, WI 53007

The Undersigned, hereby acknowledges receipt of payment in full from A. W. OAKES & SON, INC. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or A. W. OAKES & SON, INC.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: December 4, 2024 **Firm Name:** Wil-Surge Electric, Inc.
By: Dana Guiner Dana Guiner
Title: AR- Collections

FINAL WAIVER OF LIEN

Upon receipt of payment in the amount of \$10,533.60
the undersigned hereby waives all rights to or claims for a lien on the land
hereafter described, for any and all work, materials, plans and specifications
made or furnished or to be made or furnished for the improvement of said lands
being done for City of Racine _____ (Customer) by A.W. Oakes
& Son, Inc. (Contractor), said land being situated in Racine _____
(Job Location), State of Wisconsin
Described as follows (contract number, name of contract & project owner)

Job Name: City of Racine - College Ave Brick Paver Intersections


Customer Job #: 2022051

AWO Job #: 22137

Project Owner: City of Racine

Original Contract Price: 369,357.40
Approved Change Orders 51,986.69
Contract To Date 421,344.09
Payments Received to Date: 410,810.49
This Payment: 10,533.60
Balance after This Payment: 0.00

A.W. Oakes & Son, Inc.


Signature

CFO/VP

Title

12/17/24

Date

NOTE: This waiver shall only become effective when the Customer's final payment, for
\$10,533.60 has been received by Contractor and cleared Contractor's Bank.



City of Racine

Legislative Report

City Hall
730 Washington Ave.
Racine, WI 53403
www.cityofracine.org

File Number: Res. 0251-23

Agenda Date: 03/21/2023

File Type: Resolution

Change Order No. 1 to Contract 2022051 - College Avenue Brick Paver Intersections (17th Street to 18th Street)

Resolved, that Change Order No. 1 to Contract 2022051 - College Avenue Brick Paver Intersections (17th Street to 18th Street), A.W. Oakes & Son, Inc., contractor, as submitted, is approved in the amount of \$51,986.69.

Fiscal Note: Funding for this change order is available in Account 45040 57500 - College Ave Intersection.

Office of the City Engineer

John C. Rooney, P.E.
Commissioner of Public Works



City Hall
730 Washington Avenue
Racine, WI 53403
262.636.9191
Fax: 262.636.9545

February 7, 2023

TO: Alder Mollie Jones, Chair

FROM: Ara P. Molitor, P.E.
City Engineer

RE: Contract #2022051 – COLLEGE AVE BRICK PAVER INTERSECTIONS
17TH TO 18TH (RWP)

We are submitting Change Order No. 1 on the above contract in the amount of \$51,986.69.

The original contract was approved in the amount of \$369,357.40 under Resolution No. 0374-22 dated June 7, 2022. This change order No. 1 brings the contract total to \$421,344.09.

Funding should be appropriated from the following account:

<u>ORG</u>	<u>OBJECT</u>	<u>Description</u>	<u>Amount</u>
45040	57500	College Ave. Intersection	\$51,986.69
		Total	\$51,986.69

CITY OF RACINE
DEPARTMENT OF PUBLIC WORKS
CONTRACT CHANGE ORDER

Contract No. & Name 2022051 - COLLEGE AVE BRICK PAVER INTERSECTIONS 17TH TO 18TH
 C.O. No. 1 Funding Account(s) Org-45040, Obj-57500 Original Contract \$ 369,357.40
 Previous C.O.'s \$ 0.00
 Contract Total \$ 369,357.40
 Contractor A.W. Oakes & Son, Inc.

We mutually agree to the contract change order as herein delineated.

Item No.	Description of Changes - Quantities, Units, Unit Prices, Change in Completion Schedule.	Bid Qaunt	FINAL Quantity	Units		Unit Prices	Decrease	Increase in
							in Contract	Contract
Add or delete the following items according to the quantities and unit prices shown below:								
1	Removing Concrete Pavement	420	420.00	SY	@	\$20.00	\$0.00	\$0.00
2	Removing Curb & Gutter	235	235.00	LF	@	\$7.00	\$0.00	\$0.00
3	Removing Concrete Sidewalk	266	266.00	SY	@	\$10.00	\$0.00	\$0.00
4	Removing Railroad Track	50	109.60	L.F.	@	\$10.00	\$0.00	\$596.00
5	Removing Manholes	2	2.00	EACH	@	\$800.00	\$0.00	\$0.00
6	Removing Inlets	2	2.00	EACH	@	\$700.00	\$0.00	\$0.00
7	Excavation Common	905	904.20	CY	@	\$19.00	-\$15.20	\$0.00
8	Base Aggregate Dense 1 1-4-Inch	278	338.40	TON	@	\$18.00	\$0.00	\$1,087.20
9	Breaker Run	450	482.57	TON	@	\$18.00	\$0.00	\$586.26
10	Concrete Base 8-Inch	560	607.25	SY	@	\$44.00	\$0.00	\$2,079.03
11	Coloring Concrete Custom	50	50.58	CY		\$205.00	\$0.00	\$119.39
12	Concrete Curb & Gutter 30-Inch Type A	215	286.10	LF		\$41.00	\$0.00	\$2,915.10
13	Concrete Sidewalk 4-Inch	1156	941.28	SF		\$7.00	-\$1,503.04	\$0.00
14	Concrete Sidewalk 6-Inch	1000	1,054.20	SF		\$8.00	\$0.00	\$433.60
15	Curb Ramp Detectable Warning Field Yellow	160	136.00	SF		\$45.00	-\$1,080.00	\$0.00
16	St Sewer Pipe Reinf Conc Class IV 12-In	84	83.00	LF		\$105.00	-\$105.00	\$0.00
17	Adjusting Inlet Covers	2	2.00	EACH		\$465.00	\$0.00	\$0.00
18	Mobilization	1	1.00	EACH		\$26,000.00	\$0.00	\$0.00
19	Topsoil	60	56.50	SY		\$15.00	-\$52.50	\$0.00
20	Inlet Protection Type C	16	0.00	EACH		\$60.00	-\$960.00	\$0.00
21	Sod Water	2	0.00	MGAL		\$150.00	-\$300.00	\$0.00
22	Sod Lawn	53	56.50	SY		\$20.00	\$0.00	\$70.00

**APPLICATION AND CERTIFICATE FOR PAYMENT
CITY OF RACINE
DEPARTMENT OF PUBLIC WORKS**

To: Commissioner of Public Works
730 Washington Avenue - Room 303
Racine, Wisconsin 53403

Contractor A. W. Oakes & Son, Inc.
Address 2000 Oakes Road Racine, WI 53406

Contract No. 2022051

Payment No. 3

Contract Name COLLEGE AVE BRICK PAVEMENT INTERSECTIONS 17TH TO 18 Period from 9/01/2022 to 9/30/2022

CHANGE ORDER SUMMARY:

Change orders Approved in Previous Months by Owner		ADDITIONS \$	DEDUCTIONS \$
TOTAL		\$ 51,986.69	\$ -
Subsequent Change Orders			
No.	Approved Resolution Date		
1		\$ -	\$ -
Net Change by Change Orders		\$ 51,986.69	\$ -

APPROVED AND PAYMENT AUTHORIZED:

[Signature]
Project Engineer

3/28/23
Date

Department Head

Date

Commissioner of Public Works

Date

CURRENT PAYMENT DUE

\$ 53,333.86

Original Contract Bid \$369,357.40
Net Change by Change Orders \$ 51,986.69
Contract to Date \$ 421,344.09
(including change orders)

Total Completed to Date \$ 421,344.09
Retainage 5 % of \$ -
Total Earned Less Retainage \$ 421,344.09

Less Previous Payments

- #1 \$177,834.64
- #2 \$190,175.59
- #3 \$ -
- #4 \$ -
- #5 \$ -
- #6 \$ -
- #7 \$ -
- #8 \$ -
- #9 \$ -
- #10 \$ -

\$ 368,010.23

1853 1854 1857 1884 1885 1897
262251.PAY.3 210055

4/14/23

**CITY OF RACINE, WISCONSIN
REQUEST FOR PAYMENT**

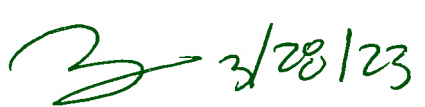
VENDOR A.W. Oakes & Son, Inc.
 ADDRESS 2000 Oakes Road
Racine, WI 53406

DATE: March 28, 2023

REMARKS: Payment No.: 3 Contract 2022051 - COLLEGE AVE BRICK PAVER INTERSECTIONS 17TH TO 18TH

COUNCIL APPROVED: RESOLUTION: 0374-22 DATE: June 7, 2022

INFORMATION ATTACHED TO BE MAILED WITH CHECK

POSTING REFERENCE				APPROVAL
DESCRIPTION	ORIGIN	OBJECT	AMOUNT	
College Ave. Intersection	45040	57500	\$53,316.70	REQUESTED BY 
Storm Sewers	60484	57570	\$0.00	
Sanitary Sewer	40101	57560	\$17.16	
TOTAL:			\$53,333.86	

To: Commissioner of Public Works
 730 Washington Avenue
 Racine, Wisconsin 53403

Partial Payment No. 3 Period from 10/01/2022-12/31/2022
 Contract No. & Name 2022051College Ave Brick Paver
AWO #22137 / Invoice #32747

Description of Work and/or Materials Stored on Site	CONTRACT			COMPLETE TO DATE		
	Quantity	Total Cost	Cost per Unit	Quantity	% Complete	Total Cost
1 Removing Concrete Pavement	420.0	\$ 8,400.00	\$20.00	420.0	100.00%	\$8,400.00
2 Removing Curb and Gutter	235.0	\$ 1,645.00	\$7.00	235.0	100.00%	\$1,645.00
3 Removing Concrete Sidewalk	266.0	\$ 2,660.00	\$10.00	266.0	100.00%	\$2,660.00
4 Removing Railroad Track	50.0	\$ 500.00	\$10.00	109.6	219.20%	\$1,096.00
5 Removing Manholes	2.0	\$ 1,600.00	\$800.00	2.0	100.00%	\$1,600.00
6 Removing Inlets	2.0	\$ 1,400.00	\$700.00	2.0	100.00%	\$1,400.00
7 Excavation Common	905.0	\$ 17,195.00	\$19.00	904.2	99.91%	\$17,179.73
8 Base Aggregate Dense 1 1/4- Inch Breaker Run	278.0	\$ 5,004.00	\$18.00	338.4	121.74%	\$6,091.92
9 Concrete Base 8-Inch	450.0	\$ 8,100.00	\$18.00	482.6	107.24%	\$8,686.26
10 Coloring Concrete Custom	560.0	\$ 24,640.00	\$44.00	607.25	108.44%	\$26,719.03
11 Concrete Curb & Gutter 30-Inch Type A	50.0	\$ 10,250.00	\$205.00	50.58	101.16%	\$10,369.39
12 Concrete Sidewalk 4-Inch	215.0	\$ 8,815.00	\$41.00	286.1	133.07%	\$11,730.10
13 Concrete Sidewalk 6-Inch	1,156.0	\$ 8,092.00	\$7.00	941.28	81.43%	\$6,588.96
14 Concrete Sidewalk 6-Inch	1,000.0	\$ 8,000.00	\$8.00	1,054.2	105.42%	\$8,433.60
15 Curb Ramp Detectable Warning Field Yellow	160.0	\$ 7,200.00	\$45.00	136.0	85.00%	\$6,120.00
16 St Sewer Pipe Reinf Conc Class IV 12-in	84.0	\$ 8,820.00	\$105.00	83.0	98.81%	\$8,715.00
17 Adjusting Inlet Covers	2.0	\$ 930.00	\$465.00	2.0	100.00%	\$930.00
18 Mobilization	1.0	\$ 26,000.00	\$26,000.00	1.0	100.00%	\$26,000.00
19 Topsoil	60.0	\$ 900.00	\$15.00	56.5	94.17%	\$847.50
20 Inlet Protection Type C	16.0	\$ 960.00	\$60.00	0.0	0.00%	\$0.00
21 Sod Water	2.0	\$ 300.00	\$150.00	0.0	0.00%	\$0.00
22 Sod Lawn	53.0	\$ 1,060.00	\$20.00	56.5	106.60%	\$1,130.00
23 Traffic Control	1.0	\$ 5,000.00	\$5,000.00	1.0	100.00%	\$5,000.00
24 Sawing Concrete	150.0	\$ 450.00	\$3.00	138.0	92.00%	\$414.00
25 Pavement Removal and Replacement Type A	16.0	\$ 4,080.00	\$255.00	36.50	228.13%	\$9,306.53
26 Adjust Sanitary Manholes	2.0	\$ 2,400.00	\$1,200.00	2.0	100.00%	\$2,400.00
27 Storm Water Inlets Type B	2.0	\$ 5,000.00	\$2,500.00	2.0	100.00%	\$5,000.00
28 Rebulding Storm Manhole 48" Diameter	28.0	\$ 20,020.00	\$715.00	26.5	94.64%	\$18,947.50

29	Special 01. Remove Reinsteall Light Pole	1.0	EACH	\$	2,500.00	\$2,500.00	1.0	100.00%	\$2,500.00
30	Special 02. Cribbing Support Light Pole Base	1.0	EACH	\$	2,500.00	\$2,500.00	1.0	100.00%	\$2,500.00
31	Special 01. Remove Salvage Historic Bricks	0.0	SF	\$	-	\$24.00	0.0	#DIV/0!	\$0.00
32	Special 02. Historic Brick Pavers over concrete Base	3,698.0	SF	\$	147,180.40	\$39.80	5,183.12	140.16%	\$206,287.98
33	Special 03. Reinsteall Historic Bricks	1,476.0	SF	\$	8,856.00	\$6.00	0.0	0.00%	\$0.00
34	Special 04. Salvage - Removing Bricks Asphaltic overlay	320.0	SY	\$	6,400.00	\$20.00	0.0	0.00%	\$0.00
35	Concrete Pavement 8-Inch	50.0	CY	\$	12,500.00	\$250.00	50.58	101.16%	\$12,645.59
TOTAL CONTRACT AMOUNT				\$	369,357.40			114.07%	\$421,344.09

According to the best of my knowledge and belief, I certify that the work covered by this Detailed Estimate has been completed in accordance with the Contract Documents, and that the current payment shown herein is due. I further certify that all claims outstanding as of this date against the undersigned as Contractor for labor, materials, and expendable equipment employed in the performance of said contract up to this date have been paid in full in accordance with the requirements of said contract.

Contractor A.W Oakes & Son, Inc

Date _ 1/5/2023

By 
 (Signature of Officer, Partner, or Owner)

Title _ Project Manager